

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

UNITED STATES OF AMERICA and
STATE OF CONNECTICUT,

Plaintiffs,

v.

TOWN OF BRANFORD, CONNECTICUT

Defendant.

CIVIL ACTION NO.

CONSENT DECREE

WHEREAS, the Town of Branford, Connecticut ("Town," "Branford," or "Defendant") maintains a discharge into waters of the United States from its publicly-owned treatment works ("POTW") pursuant to NPDES Permit No. CT0100048 ("Permit"); and

WHEREAS, the plaintiffs, United States of America, on behalf of the United States Environmental Protection Agency ("EPA") and the State of Connecticut ("State") have filed complaints ("Complaints") simultaneously herewith, alleging that the Town has violated its Permit and Section 301(a) of the Clean Water Act ("CWA"), 33 U.S.C. § 1311(a); and

WHEREAS, the Parties agree, without adjudication or admission of facts or law, that settlement of this matter is in the public interest and that entry of this Consent Decree without further litigation is an appropriate resolution of the dispute, and the Parties consent to the entry of this Consent Decree;

NOW, THEREFORE, it is hereby ordered, adjudged, and decreed as follows:

I. STATEMENT OF CLAIM

1. The Complaints filed in this action state claims upon which relief can be granted against the Defendant pursuant to Section 309 of the CWA, 33 U.S.C. § 1319. The State's Complaint also states claims upon which relief can be granted pursuant to applicable state law.

II. JURISDICTION AND VENUE

2. This Court has jurisdiction over the subject matter of this action pursuant to Section 309(b) of the CWA, 33 U.S.C. § 1319(b), and 28 U.S.C. §§ 1331, 1345, and 1355. Venue properly lies in this district pursuant to Section 309(b) of the CWA, 33 U.S.C. § 1319(b), 28 U.S.C. §§ 1391(b) and (c), and 28 U.S.C. § 1395.

III. APPLICABILITY

3. The provisions of this Consent Decree shall apply to and be binding upon the Town and its officers, directors, agents, employees acting in their official capacities, its successors, and assigns, upon the United States on behalf of the EPA, and upon the State of Connecticut. The Town shall provide a copy of this Consent Decree to all contractors and consultants retained to perform any obligation required by this Consent Decree on behalf of the Town, and shall require that contractors and consultants provide a copy of this Consent Decree to their subcontractors. Such parties shall be deemed agents for the purposes of this Consent Decree.

IV. DEFINITIONS

4. Unless otherwise expressly provided herein, terms used in this Consent Decree which are defined in the CWA or in regulations promulgated under the CWA shall have the meaning ascribed to them in the CWA or in the regulations promulgated thereunder. Whenever

the terms listed below are used in this Consent Decree, the following definitions shall apply:

a. "Building Connection" shall mean the sewer that connects the plumbing of a building to the public sewer.

b. "Collection System" shall mean the wastewater collection, storage and transmission system owned or operated by the Town, including, but not limited to, all devices, minisystems, pump stations, force mains, gravity sewer lines, manholes, and appurtenances, but exclusive of the stormwater collection system and the wastewater treatment plant.

c. "Consent Decree" shall mean this Decree and all appendices attached hereto. In the event of conflict between this Decree and any appendix, this Decree shall control.

d. "Date of Lodging" shall mean the day this Consent Decree is filed for lodging with the Clerk of the Court for the United States District Court for the District of Connecticut.

e. "Day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or Federal or State of Connecticut holiday, the period shall run until the close of business of the next working day.

f. "Flow" shall mean all wastewaters conveyed by any portion of the Collection System.

g. "Infiltration" shall mean the water that enters the Collection System (including sewer service connections) from the ground through such means as defective pipes, pipe joints, connections or manholes. Infiltration does not include, and is distinguished from, inflow.

h. "Inflow" shall mean all water that enters the Collection System (including

sewer service connections) from sources such as roof leaders, cellar drains, yard drains, area drains, foundation drains, drains from springs and swampy areas, manhole covers, cross connections between storm sewers and sanitary sewers, catch basins, storm waters, surface runoff, street wash waters, or drainage. Inflow does not include, and is distinguished from, infiltration.

- i. "Infiltration/Inflow" shall mean the total quantity of water from both infiltration and inflow without distinguishing the source.
- j. The phrases "approval by the EPA and the CTDEP," and "approved by the EPA and the CTDEP" shall mean the Town's receipt of one joint, written approval document from both EPA and the Connecticut Department of Environmental Protection ("CTDEP").
- k. The term "sanitary sewer overflow" or "SSO" shall mean any overflow, spill or release of wastewater from the Collection System that occurs prior to the headworks of the wastewater treatment plant owned or operated by the Town.

V. OBJECTIVES

- 5. It is the express purpose of the Parties in entering into this Consent Decree to have the Town take all measures necessary to achieve and maintain compliance with the Clean Water Act, including the terms of the Permit, and the regulations promulgated pursuant to the Clean Water Act, and to eliminate SSOs from the Collection System.
- 6. All engineering analyses required to be performed pursuant to this Consent Decree shall be developed and implemented using sound engineering practices.

VI. CIVIL PENALTY

- 7. The Town shall pay a civil penalty in the amount of \$300,000 in satisfaction of

the claim for civil penalties alleged in the United States' and the State of Connecticut's Complaints.

a. The Town shall pay a civil penalty in satisfaction of the United States' claims in the amount of \$150,000. The Town shall make payment by electronic funds transfer in accordance with written instructions to be provided by the United States Attorney's Office, Financial Litigation Unit, New Haven, Connecticut. The costs of such electronic funds transfer shall be the responsibility of the Town. The Town shall send a copy of the electronic funds transfer authorization form, the electronic funds transfer transaction record, and the transmittal letter to the EPA and the United States Department of Justice as specified in Paragraph 66. Payment of the civil penalty shall be made within fifteen (15) days after the Town receives notice of entry of the Consent Decree. If the Town fails to tender payment within fifteen (15) days of receiving notice of entry of this Consent Decree, then interest shall accrue on the debt to the United States, from the date of entry of this Consent Decree, at the rate provided for in 28 U.S.C. § 1961.

b. The Town shall pay a civil penalty in satisfaction of the State of Connecticut's claims in the amount of \$150,000. The Town shall make payment by electronic funds transfer to the Office of the Connecticut Attorney General, using the transfer information set forth in Appendix A. The costs of such electronic funds transfer shall be the responsibility of the Town. The Town shall send a copy of the electronic funds transfer authorization form, the electronic funds transfer transaction record, and the transmittal letter to CTDEP as specified in Paragraph 66 and to the Office of the Connecticut Attorney General. If the Town fails to tender payment within fifteen (15) days of receiving notice of entry of this Consent Decree, then interest

shall accrue on the debt to the State of Connecticut, from the date of entry of this Consent Decree, at the rate provided for in 28 U.S.C. § 1961.

VII. CWA REMEDIAL MEASURES

A. COLLECTION SYSTEM MAPPING

8. On or before June 30, 2004, the Town shall submit a map of the Collection System to EPA and the CTDEP delineating the location of all major branch, trunk, interceptor sewers, lateral sewers (excluding House Connections), all manholes, all manholes equipped with inflow protectors, pump stations, force mains, and the wastewater treatment facility. The map(s) shall differentiate force mains from gravity sewers and indicate the size of all force mains and sewers as well as the location of all waters of the United States.

9. On or before June 30, 2004, the Town shall submit to EPA and the CTDEP for approval, a system-wide evaluation of the accessibility of the Town's sewer manholes ("Manhole Accessibility Report") and a proposed schedule to establish access to covered and hidden manholes ("Manhole Accessibility Schedule") as necessary to provide adequate maintenance and emergency access to the Collection System. Said schedule shall provide that said work shall be completed within two years following approval by the EPA and the CTDEP.

B. LONG-TERM PREVENTATIVE MAINTENANCE PROGRAM

10. Within 180 days of the Date of Lodging, the Town shall submit to EPA and CTDEP for approval a plan for a Long-Term Preventative Maintenance Program ("the Preventative Maintenance Program"). The Preventative Maintenance Program shall include, but need not be limited to, the following:

- a. physical inspection and testing procedures to be used to routinely inspect

and maintain the Town's Collection System including, but not limited to, all pump stations, force mains, emergency generators, alarms, telemetry equipment, interceptor and lateral sewers, and to be used to identify and correct any structural, mechanical, or operational problems that may result in SSOs;

b. preventative and routine maintenance schedules and procedures, including, but not limited to specific maintenance plans for those areas of the Collection System prone to mechanical failures, grease and silt deposits and root penetration, as well as those areas that have been the source of SSOs in the past;

c. a tracking system for all maintenance activities, including, at a minimum, the purchase and use of sewer system maintenance software designed to catalog the maintenance history of the Collection System and to plan and schedule future Collection System maintenance activities;

d. staffing, organization, and resource commitments;

e. a plan for routine maintenance cleaning of the Collection System to maintain the Collection System's capacity and to prevent Collection System blockages and SSOs;

f. a proposed budget for implementation of the Preventative Maintenance Plan;

g. a five-year capital expenditure plan for the Collection System; and

h. an implementation schedule.

11. The Town shall immediately and continuously implement the Preventative Maintenance Plan upon approval or conditional approval by EPA and CTDEP.

C. COLLECTION SYSTEM STAFFING EVALUATION

12. Within 180 days following the Date of Lodging, the Town shall submit to EPA and CTDEP for approval a comprehensive evaluation of the adequacy of the Town's existing collection system maintenance staff (the "Collection System Staffing Evaluation Report") to comply with the conditions of this Consent Decree and to adequately maintain the Collection System. In the event that the Collection System Staffing Evaluation Report determines that additional staff is required, it shall include a schedule for hiring and training the additional staff (the "Collection System Staffing Plan") within one year following approval of the Collection System Staffing Evaluation Report.

13. Upon approval by EPA and CTDEP of the Collection System Staffing Evaluation Report and the Collection System Staffing Plan included in the Collection System Staffing Evaluation Report, the Town shall implement the Collection System Staffing Plan in accordance with the approved schedules.

14. Should the number of full-time persons dedicated to operation and maintenance of the Town's Collection System fall below the number approved under Paragraph 13 at any time after compliance with Paragraph 13 but prior to the termination of this Consent Decree, the Town shall so notify the EPA and CTDEP, in writing, within ten (10) working days. The Town shall take those measures reasonably necessary to fill such vacancy(ies) within ninety (90) days of the vacancy(ies) occurring and shall provide written notice to EPA and CTDEP within ten (10) working days of filling such vacancy(ies).

15. Within one hundred fifty (150) days of the Date of Lodging of this Consent Decree, the Town shall submit a report to EPA and CTDEP documenting that adequate training

has been provided to all existing Collection System personnel in the operation and maintenance of the Collection System. New employees will be trained within 90 days of being hired.

D. PALMER WOODS CIRCLE

16. On or before June 30, 2004, the Town shall submit to the EPA and the CTDEP for review and approval construction plans and specifications to eliminate unauthorized discharges from the collection system in the Palmer Woods Circle section of the Town.

17. On or before September 30, 2004, the Town shall begin construction of facilities to eliminate unauthorized discharges from the collection system in the Palmer Woods Circle section of the Town in accordance with the plans and specification submitted in accordance with Paragraph 16, above, as approved.

18. On or before August 31, 2005, the Town shall complete construction of facilities necessary to eliminate the unauthorized discharges from the collection system in the Palmer Woods Circle section of the Town in accordance with the plans and specification submitted in accordance with Paragraph 16, above, as approved.

E. SHORT BEACH ROAD

19. On or before August 15, 2004, the Town shall submit to the EPA and the CTDEP a report that analyzes whether the trunk line in Short Beach Road between Stannard Avenue and Maple Street has sufficient hydraulic capacity to enable the Town to eliminate overflows from that trunk line and that identifies all causes of unauthorized discharges from that trunk line and related to its hydraulic capacity. The report submitted pursuant to this paragraph shall contain a proposal for eliminating any such overflows.

20. On or before January 15, 2005, the Town shall submit to the EPA and the CTDEP

for review and approval construction plans and specifications for work to eliminate unauthorized discharges from the collection system on Short Beach Road between Stannard Avenue and Maple Street.

21. On or before May 1, 2005, the Town shall begin construction in accordance with the plans and specifications, as approved, submitted in accordance with Paragraph 20, above.

22. On or before November 30, 2005, the Town shall eliminate any unauthorized discharges from the collection system on Short Beach Road between Stannard Avenue and Maple Street.

F. MAPLE STREET AND SWIFT STREET

23. On or before August 15, 2004, the Town shall submit to the EPA and the CTDEP a report that analyzes whether the trunk line in Maple Street between Short Beach Road and Breezy Lane near the intersection with Swift Street has sufficient hydraulic capacity to enable the Town to eliminate overflows from that trunk line and that identifies all causes of unauthorized discharges from that trunk line and related to its hydraulic capacity. The report submitted pursuant to this paragraph shall contain a proposal for eliminating any such overflows.

24. On or before January 15, 2005, the Town shall submit to the EPA and the CTDEP for review and approval construction plans and specifications for work to eliminate unauthorized discharges from the trunk line in Maple Street between Short Beach Road and Breezy Lane near the intersection with Swift Street .

25. On or before May 1, 2005, the Town shall begin construction in accordance with the plans and specifications, as approved, submitted in accordance with Paragraph 24, above.

26. On or before November 30, 2005, the Town shall eliminate any unauthorized

discharges from the trunk line in Maple Street between Short Beach Road and Breezy Lane near the intersection with Swift Street.

G. TRUNK LINE EAST OF BRUSHY PLAIN ROAD

27. On or before August 15, 2004, the Town shall submit to the EPA and the CTDEP a report that analyzes whether the trunk line south of Ferndale Condominiums and east of Brushy Plain Road has the hydraulic capacity to enable the Town to eliminate overflows from that trunk line and that identifies all causes of unauthorized discharges from that trunk line and related to its hydraulic capacity. The report submitted pursuant to this paragraph shall contain a proposal for eliminating any such overflows.

28. On or before January 15, 2005, the Town shall submit to the EPA and the CTDEP for review and approval construction plans and specifications for the recommended alternative to eliminate unauthorized discharges from the trunk line south of Ferndale Condominiums and east of Brushy Plain Road.

29. On or before September 1, 2005, the Town shall begin construction in accordance with the plans and specifications, as approved, submitted in accordance with Paragraph 28, above.

30. On or before May 1, 2006, the Town shall eliminate any unauthorized discharges from the trunk line south of Ferndale Condominiums and east of Brushy Plain Road.

H. CEDAR STREET

31. On or before August 15, 2004, the Town shall submit to the EPA and the CTDEP a report that analyzes whether the intersection of the two trunk lines opposite 170 Cedar Street has the hydraulic capacity to enable the Town to eliminate overflows from that trunk line

intersection and that identifies all causes of unauthorized discharges from that trunk line intersection and related to its hydraulic capacity. The report submitted pursuant to this paragraph shall contain a proposal for eliminating any such overflows.

32. On or before January 15, 2005, the Town shall submit to the EPA and the CTDEP for review and approval construction plans and specifications for the recommended alternative to eliminate unauthorized discharges from the intersection of the two trunk lines opposite 170 Cedar Street.

33. On or before September 1, 2005, the Town shall begin construction in accordance with the plans and specifications, as approved, submitted in accordance with Paragraph 32, above.

34. On or before May 1, 2006, the Town shall eliminate any unauthorized discharges from the intersection of the two trunk lines opposite 170 Cedar Street.

I. IMPLEMENTATION OF PRIOR MAINTENANCE RECOMMENDATIONS

35. Within 60 days of the Date of Lodging, the Town shall submit to EPA and CTDEP for approval a schedule for implementing the clearing of the easements described in Alternative Table 8, attached hereto as Appendix B, as expeditiously as practicable and no later than June 30, 2006.

36. Upon approval or conditional approval by EPA and CTDEP of the implementation schedule, the Town shall implement the work as scheduled in accordance with such approval or conditional approval.

J. PUMP STATION ASSESSMENT REPORT

37. Within 210 days following the Date of Lodging of this Consent Decree, the Town

shall submit to EPA and CTDEP for approval an engineering report that assesses the performance, hydraulic capacity, structural and maintenance needs of all of the Town's Collection System pump stations, force mains, emergency power, and alarm and telemetry systems (the Pump Station Assessment Report). The Pump Station Assessment Report shall identify remedial measures, along with a proposed implementation schedule, that are necessary to correct any deficiencies identified in the report. Such schedule shall require implementation as expeditiously as practicable.

38. Upon approval or conditional approval by EPA and CTDEP of the Pump Station Assessment Report, the Town shall implement the remedial measures recommended in the Pump Station Assessment Report in accordance with such approval or conditional approval.

K. FUNDING OF COLLECTION SYSTEM OPERATIONS AND MAINTENANCE

39. On or before March 1 of each calendar year in which this Consent Decree is in effect, the Town shall submit a copy of the Collection System operating budget for the upcoming fiscal year to EPA and DEP. The Collection System operating budget shall be accompanied by a written summary of all Collection System maintenance activities performed by the Town during the prior fiscal year and shall also include an assessment of whether the Town's appropriations are sufficient to support proper operation and maintenance of the Town's Collection System.

L. EMERGENCY RESPONSE PLAN

40. Within one hundred and twenty (120) days following the Date of Lodging, the Town shall develop an Emergency Response Plan and shall submit a copy of the plan to EPA and CTDEP for approval. The Emergency Response Plan shall be designed to ensure that, should a SSO occur, the volume of untreated wastewater discharged to the environment and the impact of

the discharge on the environment and public health will be minimized. The Emergency Response Plan shall include, at a minimum:

- a. procedures and public notice requirements to limit public access to and contact with areas affected by a SSO;
- b. procedures to provide timely notice to EPA, the state and local public health officials of the SSO;
- c. procedures to make the public aware of SSOs, including but not limited to, providing the public with a telephone number which can be used by the public to report SSOs;
- d. a review to ensure that the Town has available the equipment necessary to respond to SSOs and to implement the Emergency Response Plan;
- e. procedures to ensure the rapid dispatch of personnel and equipment to correct or repair the condition causing or contributing to any SSO;
- f. procedures to ensure the preparedness, including responsiveness training, of the Town's employees and contractors necessary for effective implementation of the Emergency Response Plan;
- g. a system to track SSO reports and other complaints and related repairs, and to investigate the causes of any SSOs;
- h. safety training for all collection system personnel;
- i. procedures to ensure that SSOs are immediately eliminated; and
- j. an implementation schedule.

41. The Town shall immediately and continuously implement the Emergency Response Plan upon approval or conditional approval by EPA and CTDEP.

42. Once the Town learns of any SSO, the Town shall immediately eliminate such SSO. As soon as practicable, but no later than two (2) hours of learning of any SSO, the Town shall also provide an oral report to the EPA by calling Michael Fedak at (617) 918-1766 and to the CTDEP by calling Iliana Ayala, during regular business hours, at (860) 424-3758 or the CTDEP's Municipal Facilities Section at (860) 424-3704. If the Town learns of a SSO at any other time than normal business hours, the Town also shall notify EPA at the above phone number and CTDEP's Emergency Response Unit by calling (860) 424-3333. The oral report must identify the location, estimated volume and receiving water(s), if any, of the SSO(s). The Town shall also, within 24 hours of learning of such SSO(s), send a facsimile report to the EPA, to the attention of Michael Fedak, at (617) 918-1809 and to the CTDEP, to the attention of Iliana Ayala at (860) 424-4067. The facsimile reports shall be submitted in the form attached as Appendix C and shall include the following information:

- a. the date, time and location of the SSO, including a description of the sewer system component from which the release occurred (e.g., manhole, constructed overflow pipe, crack in pipe);
- b. the circumstances that led to the SSO;
- c. the nature of the materials discharged;
- d. the estimated volume of the SSO;
- e. whether the SSO reached navigable waters of the United States and, if so, the identity of the receiving waters and the estimated volume of the SSO that reached those waters;
- f. steps taken (or the steps to be taken) to mitigate the impact(s) of the SSO,

including treatment of any of the discharge, and when those steps were (or will be) taken;

g. if any of the SSO was treated, the volume of the SSO treated and the volume of treated SSO that reached receiving waters;

h. the steps taken (or the steps to be taken) to eliminate and prevent reoccurrence of the SSO and when those steps were (or will be) taken; and

i. a description of the cleanup efforts taken or intended to be taken.

EPA and CTDEP will advise the Town in writing in the event of any change in personnel to whom oral and facsimile reports should be made.

43. The reporting requirements set forth in this section do not relieve the Town of its obligation to submit any other reports or information as required by state, federal or local law.

VIII. REPORTS ON COMPLIANCE

44. Beginning with the first quarter following the date of entry of this Consent Decree, the Town shall report to EPA and CTDEP on its compliance with Section VII (CWA Remedial Measures) every three months until this Consent Decree is terminated. Each progress report submitted under this Paragraph shall: a) describe activities undertaken during the reporting period directed at achieving compliance with this Consent Decree; b) identify all plans, reports, and other deliverables required by this Consent Decree that the Town completed and submitted during the reporting period; and c) describe the expected activities to be taken during the next reporting period in order to achieve compliance with this Consent Decree.

IX. REVIEW AND APPROVAL

45. After review of any plan, report, or other item that is required to be submitted pursuant to this Consent Decree, EPA and the CTDEP, shall in writing: (a) approve, in whole or

in part, the submission; (b) approve the submission upon specified conditions; or (c) disapprove, in whole or in part, the submission.

46. Upon approval pursuant to Paragraph 45(a), the Town shall take all actions required by the plan, report, or other item, as approved by EPA and CTDEP. In the event of approval in part pursuant to Paragraph 45(a) or approval upon specified conditions pursuant to Paragraph 45(b), upon written direction of EPA and CTDEP, the Town shall take all actions required by the approved plan, report, or other item, that EPA and CTDEP determine are technically severable from any disapproved portions, subject to the Town's right to dispute only the specified conditions or the non-approved portions pursuant to Paragraph 60 through 64.

47. Upon receipt of a written notice of approval in part pursuant to Paragraph 45(a) or of disapproval pursuant to Paragraph 45(c), the Town shall, within 45 days or such other time as the Parties agree in writing, correct deficiencies and resubmit the plan, report, or other item, or portion thereof, for approval. Any stipulated penalties applicable to the submission, as provided in Paragraph 52, shall accrue during the 45-day period or specified period but shall not be payable unless the resubmission is untimely and/or disapproved as provided in Paragraph 45.

48. In the event that a resubmitted plan, report or other item, or portion thereof, is disapproved by EPA and the CTDEP, EPA and the CTDEP may again require the Town to correct the deficiencies, in accordance with the preceding Paragraphs.

49. If upon resubmission, a plan, report, or item, or portion thereof, is disapproved by EPA and the CTDEP, the Town shall be deemed to have failed to submit such plan, report, or item, or portion thereof, unless the Town invokes the dispute resolution procedures set forth in Paragraphs 60 through 64 within fifteen days of receipt of EPA's and CTDEP's written position.

If EPA's and CTDEP's disapproval is upheld after dispute resolution, stipulated penalties shall accrue for such violation from the date of the disapproval of the original submission.

50. All plans, reports, and other items required to be submitted to EPA and the CTDEP under this Consent Decree shall, upon approval by EPA and the CTDEP, be enforceable under this Consent Decree. In the event EPA and the CTDEP approve a portion of a plan, report, or other item required to be submitted under this Consent Decree, the approved portion shall be enforceable under this Consent Decree.

51. In the event a dispute arises among the Parties regarding EPA's and CTDEP's approval upon specified conditions or disapproval in part or in whole of any plans, reports, and other items required to be submitted to EPA and the CTDEP under this Consent Decree, the position of the EPA and the CTDEP shall govern unless the Town invokes the dispute resolution process set forth in Paragraphs 60 through 64 within fifteen days of receipt of EPA's and CTDEP's written position.

X. STIPULATED PENALTIES

52. The Town shall pay stipulated penalties to the United States for violations of this Consent Decree, as set forth below:

a. Two hundred and fifty dollars (\$250) per violation per day for each day the Town is late in orally reporting in accordance with Paragraph 42, submitting a report required by Paragraph 44 of this Consent Decree, fails to provide the certification required by Paragraph 67, or is late in delivering the civil penalty payment required by Paragraph 7.

b. For every day that the Town is late in meeting the requirements of Section VII (CWA Remedial Measures) of this Consent Decree, including but not limited to, submitting

an approvable plan or report, other than a report required by Paragraph 44, or fails to implement remedial requirements in a plan or report approved by EPA and CTDEP pursuant to Paragraph 45(a) or 45(b), the Town shall pay a penalty as follows:

Penalty Per Violation Per Day	Period of Noncompliance
\$ 250	1st through 10th day
\$ 500	11th through 20th day
\$1,000	21st day and beyond.

c. For each and every day of a SSO from the Town's Collection System, the Town shall pay a stipulated penalty of \$5,000. Notwithstanding the foregoing, the Town shall not be liable for such a stipulated penalty if all of the following conditions are met: (i) the Town stopped the SSO as soon as practicable; (ii) the Town is in full compliance with the schedules and requirements set forth pursuant to Section VII of this Consent Decree; and, (iii) the Town has complied with all reporting requirements related to such SSO, including those set forth in this Consent Decree.

53. Stipulated penalty payments to the United States as specified in Paragraph 52 shall be made, without demand, by certified check payable to "Treasurer, United States of America" and shall be delivered by certified mail to U.S. Environmental Protection Agency - New England, P.O. Box 360197M, Pittsburgh, Pennsylvania 15251, with a copy of the transmittal letter and check to EPA and the Department of Justice, at the addresses listed in Paragraph 66 of this Consent Decree. The Town shall indicate the caption and docket number of this Consent Decree on the face of the check. Payments shall be made by the fifteenth day of the month following the calendar month in which any violations of this Consent Decree occur. In the event that a stipulated penalty payment is not made on time, without demand, such penalty

shall be subject to Interest at the statutory judgment rate set forth at 28 U.S.C. § 1961, for each day of late payment or non-payment. Nothing in this Paragraph shall be construed to limit the United States from seeking any remedy otherwise provided by law for failure of the Town to pay any stipulated penalties.

54. The stipulated penalties set forth above shall be in addition to any other remedies, sanctions, or penalties which may be available by reason of the Town's failure to comply with the requirements of this Consent Decree. The United States expressly reserves any and all legal and equitable remedies, including contempt sanctions, which may be available to enforce the provisions of this Consent Decree. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive in writing any portion of stipulated penalties that have accrued pursuant to this Consent Decree.

XI. FORCE MAJEURE

55. "Force Majeure," for purposes of this Consent Decree, is defined as any event arising from causes entirely beyond the control of the Town, including its contractors and subcontractors, that delays or prevents the timely performance of any obligation under this Consent Decree notwithstanding the Town's best efforts to avoid the delay. Stipulated penalties shall not be due for the number of days of noncompliance caused by a Force Majeure event as defined in this Section, provided that the Town complies with the terms of this Section.

Examples of events which may constitute force majeure events include natural disasters, national emergencies, and delays in obtaining any required approvals or permits despite the Town's complete and timely submission of requests for approval and applications for required permits and any supplemental information that may be requested. Examples of events that are not force

majeure events include, but are not limited to, normal inclement weather, unanticipated or increased costs or expenses of work, the financial difficulty of the Town to perform such work, acts or omissions attributable to the Town's contractors or representatives, and the failure of the Town or the Town's contractors or representatives to make complete and timely application of any required approval or permit.

56. If any event occurs which may delay or prevent the performance of any obligation under this Consent Decree, whether or not caused by a Force Majeure event, the Town shall notify EPA and CTDEP within forty-eight (48) hours after the Town first knew or should have known that the event might cause a delay. Within five (5) working days thereafter, the Town shall provide to EPA and CTDEP, at the addresses specified in Paragraph 66, a written explanation of the cause(s) of any actual or expected delay or noncompliance, the anticipated duration of any delay, the measure(s) taken and to be taken by the Town to prevent or minimize the delay, a proposed schedule for the implementation of such measures, and a statement as to whether, in the opinion of the Town, such event may cause or contribute to an endangerment to public health, welfare, or the environment. Notwithstanding the foregoing, the Town shall notify EPA and CTDEP orally or via fax within twenty-four (24) hours of becoming aware of any event which presents an imminent threat to the public health or welfare or the environment and provide written notice to EPA and CTDEP within seventy-two (72) hours. Failure to give timely and complete notice in accordance with this Paragraph shall constitute a waiver of any claim of Force Majeure with respect to the event in question.

57. If the Parties agree that a delay or anticipated delay is attributable to Force Majeure, the time for performance of the obligations under this Consent Decree that are affected

by the Force Majeure event shall be extended by mutual agreement of the Parties for a period of time as may be necessary to allow performance of such obligations to the extent the delay was caused by a Force Majeure event.

58. If the Parties are unable to agree as to whether a delay or anticipated delay is attributable to Force Majeure, or on the number of days of noncompliance caused by such event, the Town may initiate the Dispute Resolution process set forth in Paragraphs 60 through 64 below. If the Town does not initiate the Dispute Resolution process set forth in Paragraphs 60 through 64 below within fourteen (14) days of receiving written notice that EPA and CTDEP disagree as to whether a delay or anticipated delay is attributable to Force Majeure, or on the number of days of noncompliance caused by such circumstances, then the Town shall be deemed to have waived any Force Majeure claims or any rights to initiate Dispute Resolution with regard to such claims.

59. Delay in performance of any obligation under this Consent Decree shall not automatically justify or excuse delay in complying with any subsequent obligation or requirement of this Decree.

XII. DISPUTE RESOLUTION

60. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of Paragraphs 60 through 64 shall be the exclusive mechanism to resolve disputes arising under or with respect to this Consent Decree. However, the procedures set forth in this Section shall not apply to actions by the United States or the State to enforce obligations that the Town has not disputed in accordance with this Section.

61. If the Town objects to disapproval or conditions in an approval of a plan, report,

or other item required to be submitted to EPA and the CTDEP under this Consent Decree, or if the Parties are unable to agree as to whether a delay or anticipated delay is attributable to Force Majeure, on the number of days of noncompliance caused by such event, or on the amount of Stipulated Penalties due, the Town may initiate informal, good faith negotiations between the Parties to the dispute for a period of up to thirty (30) days from the time the Town gives notice of the existence of the dispute to EPA and CTDEP. The period for negotiations may be extended by agreement of the Parties.

62. In the event that the Parties cannot resolve any such dispute by informal negotiations under the preceding Paragraph, then the position advanced by EPA and CTDEP shall be considered binding unless, within twenty-one (21) days of the end of the informal negotiation period, the Town files a petition with this Court setting forth the matter in dispute, the efforts of the Parties to resolve it, and the relief requested. EPA and/or CTDEP shall then have thirty (30) days to respond to any such petition.

63. In proceedings on any dispute regarding a delay in performance as set forth in Paragraph 58, the Town shall have the burden of proving: (1) that the delay or noncompliance is or was caused by a Force Majeure event, and (2) that the amount of additional time requested is necessary to compensate for that event. In no event shall the time for performance be extended for a period longer than the actual delay resulting from the Force Majeure event.

64. Notwithstanding Paragraph 63, in all disputes under this Section, the Town shall have the burden of proving, based upon an administrative record, that the United States' and CTDEP's position is arbitrary and capricious, an abuse of discretion or otherwise not in accordance with law. EPA or CTDEP shall maintain the administrative record of the dispute,

which shall contain all statements of the Parties, including supporting documentation, submitted pursuant to this Section.

XIII. RIGHT OF ENTRY

65. EPA and CTDEP and their contractors, consultants, and attorneys shall have authority to enter the Town's property, at all reasonable times, upon proper identification, for the purposes of monitoring the progress of activity required by this Consent Decree, verifying any data or information submitted to EPA and the CTDEP under this Consent Decree, and assessing the Town's compliance with this Consent Decree. This requirement is in addition to, and does not limit, EPA's or CTDEP's authority pursuant to the CWA, or any other provision of state or federal law.

XIV. FORM OF NOTICE

66. Submissions required by this Consent Decree shall be made in writing to the following respective addresses, unless written notice is given that another individual has been designated to receive the submissions:

As to the Department of Justice

Chief, Environmental Enforcement Section
Environment & Natural Resources Division
United States Department of Justice
P.O. Box 7611 - Ben Franklin Station
Washington, D.C. 20044

As to the United States Attorney

Assistant United States Attorney
Office of the United States Attorney
915 Lafayette Blvd. - Room 309
Bridgeport, Connecticut 06604

As to the EPA

Michael Fedak
Water Technical Unit (SEW)
U.S. Environmental Protection Agency, Region I
One Congress Street
Boston, MA 02114-2023

Michael Wagner
Office of Environmental Stewardship (SEL)
U.S. Environmental Protection Agency, Region I
One Congress Street
Boston, MA 02114-2023

Reports and plans required to be submitted by the Town to EPA shall be submitted to Michael Fedak, with a copy of the transmittal letter only to Michael Wagner. The Town shall provide complete copies to both Mike Fedak and Michael Wagner of all other submissions required to be made by the Town to EPA pursuant to this Decree.

As to the Connecticut DEP

William Hogan
Connecticut Department of Environmental Protection
Bureau of Water Management
79 Elm Street
Hartford, CT 06106-5127

As to the Connecticut Attorney General

John Looney, Assistant Attorney General
Office of the Attorney General
55 Elm Street
Hartford, CT 06106

As to the Town of Branford, Connecticut

First Selectman
Town of Branford
P.O. Box 150
Branford, Connecticut 06405-0150

Wastewater Treatment Superintendent
Town of Branford
P.O. Box 445
Branford, Connecticut 06405-0445

67. All written notices, reports or any other submissions required by this Consent Decree shall contain the following certification by a duly authorized representative of the Town:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

XV. EFFECT OF SETTLEMENT

68. This Consent Decree is neither a permit nor a modification of existing permits under any federal, state, or local law and in no way relieves the Town of its responsibilities to comply with all applicable federal, state, and local laws and regulations, nor shall it be construed to constitute EPA approval of any equipment or technology installed by the Town under the terms of this Consent Decree.

69. This Consent Decree does not limit any rights or remedies available to the United States or the State of Connecticut for any violation by the Town of the CWA and associated regulations or permit conditions other than those civil violations alleged in the Complaints through the Date of Lodging. This Consent Decree does not limit any rights or remedies available to the United States or the State of Connecticut for any criminal violations. This Consent Decree does not limit the standing of any person under Section 505 of the CWA to sue for any future violation of the CWA not addressed by this Decree. The United States and the State of Connecticut expressly reserve all rights and remedies, legal and equitable, available to

each of them for all violations of the CWA or other applicable law where such violations are not alleged in their respective Complaints, and reserve all rights and remedies, legal and equitable, available to enforce the provisions of this Consent Decree. Nothing herein shall be construed to limit the power of the United States or the State of Connecticut, consistent with its respective authority, to undertake any action against any person, in response to conditions which may present an imminent and substantial endangerment to the public's health or welfare, or the environment.

XVI. COSTS

70. Each party shall bear its own costs and attorney's fees in this action. The Town shall be responsible for all expenses incurred by the United States in collecting any outstanding penalties due under Paragraphs 7 and 52 of this Consent Decree and in enforcing the requirements of this Consent Decree, unless the Town prevails before a court in any dispute resolution brought pursuant to Section XII. In no event shall the United States or the State be responsible for any expenses, costs or attorney's fees incurred by the Town.

XVII. RETENTION OF JURISDICTION

71. The Court shall retain jurisdiction to modify and enforce the terms and conditions of this Consent Decree and to resolve disputes arising hereunder as may be necessary or appropriate for the construction or execution of this Consent Decree and to assess any stipulated penalties that may have accrued during the term of the Decree. This Paragraph does not constitute a waiver of the bar to judicial review of administrative decisions, including, but not limited to, approval of plans and other submissions, and permitting decisions.

XVIII. MODIFICATION

72. Any material modification to the terms of this Consent Decree shall be by written

agreement of the Parties and approval of the Court. Any nonmaterial modification to the terms of this Consent Decree, such as approval of modifications to submissions to EPA and CTDEP, shall be effective upon approval by EPA and CTDEP.

XIX. CONTINGENT LIABILITY OF STATE OF CONNECTICUT

73. This Consent Decree does not resolve the contingent liability of the State of Connecticut under Section 309(e) of the Clean Water Act, 33 U.S.C. § 1319(e). The United States specifically reserves its claims against the State, and the State specifically reserves all defenses to any such claims, including that State law does not prevent the Town from raising revenues needed to comply with such judgment.

XX. TERMINATION

74. The Court shall terminate this Consent Decree upon joint motion of the Parties when the Town has paid in full all penalties obligated under Paragraphs 7 and 52 of this Consent Decree, and the Town has fulfilled all obligations under Section VIII of this Consent Decree, including the cleaning of all sections of the Collection System that will need to be cleaned more frequently than once every 61 months under the plan submitted pursuant to Paragraph 10, above.

XXI. FINAL JUDGMENT

75. Entry of this Consent Decree constitutes Final Judgment under Rule 54 of the Federal Rules of Civil Procedure.

XXII. WAIVER OF SERVICE OF SUMMONS AND COMPLAINT

76. The Town hereby acknowledges receipt of the Complaint and waives service of the summons pursuant to Rule 4 of the Federal Rules of Civil Procedure.

XXIII. PUBLIC COMMENT

77. The Town consents to the entry of this Consent Decree without further notice.

Final approval of this Consent Decree is subject to the public notice requirements of 28 C.F.R. §

50.7. After reviewing the public comments, if any, the United States shall advise the Court by motion whether it supports entry of the Consent Decree.

Judgment is hereby entered in accordance with the foregoing Consent Decree this _____ day of _____ 2004.

UNITED STATES DISTRICT JUDGE

United States v. the Branford, Connecticut
United States District Court
District of Connecticut
Consent Decree

The following Parties hereby consent to the entry of this Consent Decree:

For Plaintiff UNITED STATES OF AMERICA

Thomas Sansonetti
Assistant Attorney General
Environment & Natural Resources Division
United States Department of Justice

4/27/04

DATE

Henry Friedman
Senior Attorney
Environmental Enforcement Section
Environment & Natural Resources Division
United States Department of Justice
P.O. Box 7611, Ben Franklin Station
Washington, D.C. 20044

4/29/04

DATE

Federal Bar No. CT15542

United States v. the Branford, Connecticut
United States District Court
District of Connecticut
Consent Decree

United States Attorney
District of Connecticut

JOHN HUGHES
Chief, Civil Division
United States Attorneys Office
Federal Bar No.
157 Church St.
New Haven, CT. 06510

DATE

United States v. the Branford, Connecticut
United States District Court
District of Connecticut
Consent Decree

For the UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

For Phyllis Harris
Acting Assistant Administrator
Office of Enforcement and Compliance Assurance
United States Environmental Protection Agency
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460

3/26/04
DATE

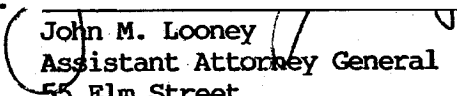
Stephen S. Perkins
Director, Office of Environmental Stewardship
United States Environmental Protection Agency,
Region I
One Congress Street
Boston, MA 02114

3/18/04
DATE

United States v. the Branford, Connecticut
United States District Court
District of Connecticut
Consent Decree

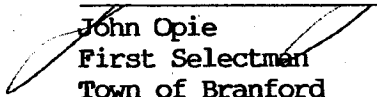
For Plaintiff STATE OF CONNECTICUT
Richard Blumenthal
Attorney General

By:


John M. Looney
Assistant Attorney General
55 Elm Street
PO Box 120
Hartford, CT 06141-0120
Federal Bar No.: ct08279

3-8-04
DATE

For Defendant TOWN OF BRANFORD, CONNECTICUT


John Opie
First Selectman
Town of Branford
PO Box 150
Branford, CT 06405-0150

3/5/04
DATE

Appendix A

WIRE TRANSFER INSTRUCTIONS

Office of the Attorney General
State of Connecticut

Financial Institution: FLEET BANK NA, HARTFORD, CT 06115

Route & Transit No.: 011-900-571

Account No.: 000-005-4763

Account Name: State of Connecticut Treasury-Regular A/C

F.B.O.: 1501/Attorney General
(for the benefit of...)

Primary Bank Contact: Lorraine Davey, Government Banking Officer
(860) 986-7724
Lorraine G Davey@fleet.com

Secondary Bank Contact: Berneeda Halstead, Senior Customer Service Rep.
(860) 986-2816

Bank Address 1 Corporate Center, Hartford, CT 06103

Attorney General Contact: Diana Comeau, Associate Accountant
(860) 808-5002
diana.comeau@po.state.ct.us

Appendix B

ALTERNATIVE TABLE 8

	2003/04	2004/05	2005/06
Clearing Sewer Easements	1,2,4,6,10,13	3,7,8,12,14	5,9,11

Sewer Easements to Be Cleared

- (1) Twelve hundred (1,200) feet from West Main Street to Swift Street.

Description of the sewer line and sewer easement: The sanitary sewer is a ten-inch gravity line that flows from West Main Street southerly to Swift Street. The line is installed in an easement running along the rear property line of houses on Short Beach Road and Plant Road. See attached map.

Town's proposal: The Town proposes to clear the easement so that access by truck can be achieved to the five manholes between Plant Road and the railroad tracks adjacent to West Main Street. The manhole on Swift Street is located in Swift Street and is, therefore, readily accessible. The manhole in the rear yard of 17 Plant Road is readily accessible from Swift Street, across the property located at 49 Swift Street.

- (2) Five thousand (5,000) feet from railroad tracks at intersection of Routes 146 and 1 up to Hosley Avenue.

Description of the sewer line and sewer easement: The sanitary sewer line is a ten-inch gravity line that flows from 348 West Main Street northerly to the vicinity of the Amtrak lines and then easterly along the railroad to the rear of 854 West Main Street and then southerly to West Main Street. See attached map. The line is installed in an easement that runs through developed and undeveloped commercial property and along the rear of residential property.

Town's proposal: The western end of this easement has been cleared. The remainder of the right of way has access points at the end of town roads and within commercial properties from West Main Street. The entire right of way will have trees six inches or larger over the sewer line removed, and will be opened so that access is available to all manholes by foot. Truck access will be provided for cleaning in less than 600-foot segments, thereby allowing cleaning of the entire length of the line.

- (3) Four thousand (4,000) feet in easement from end of Oak Hollow Road to Newton Road at railroad crossing.

Description of the sewer line and sewer easement: The sanitary sewer line is predominantly a 30" gravity line which flows from Oak Hollow Road southerly

through easements under the railroad tracks to Marshall Road, then continues along easements crossing Newton Road to the Sybil Creek Pump Station. See attached map. The line is in an easement that runs through both developed and undeveloped residential property and undeveloped industrial property.

Town's proposal: The southern portion of this right of way, from Marshall Road southerly to Newton Road, has just been cleared. The portion north of the tracks is accessible for maintenance. The portion south of the tracks to Marshall Road, while located within an easement, has access limited by wetlands and watercourses. The Town is currently seeking to acquire this property by eminent domain and the property owner will not allow access to the sanitary sewers by any means other than the easement. We expect the legal issues to be resolved within the next few months and will accomplish the work on this section within fiscal year 2004-2005.

- (4) Eight hundred (800) feet of clearing from Commercial Street to Route 139 pumping station.

Description of the sewer line and sewer easement: The sanitary sewer line is a 10-inch gravity line that runs from Commercial Street southerly to the Route 139 pumping station. See attached map. Most of the line runs through developed industrial property.

Town's proposal: All manholes in this easement are accessible.

- (5) Fifteen hundred (1,500) feet from Alps Road into woods in a northerly direction.

Description of sewer line and sewer easement: The sanitary sewer is a 10-inch gravity line that follows southerly from west of the intersection of Florence Road and Orchard Hill Road to Alps Road. While there is no specific easement for the line, it was installed by the Town of Branford pursuant to an agreement between the original developer and the Town and the Branford Sewer Authority to have the Town provide sanitary sewer service to the property.

Town's proposal: The entire right of way will have trees 6 inches in diameter or larger over the sewer line removed, and will be opened so that access is available to all manholes by foot. Truck access will be provided for cleaning in less than 600-foot segments, thereby allowing cleaning of the entire length of the line.

- (6) One thousand seven hundred feet (1,700) feet from Burban Drive pumping station to Cynthia Court.

Description of sewer line and sewer easement: The sanitary sewer is a 10-inch gravity line that flows from Cynthia Court to the Burban Drive pumping station. See attached map. The line is installed within an easement that runs along the rear of residential properties, predominantly within tidal wetlands.

Town's proposal: Sufficient manholes are accessible for the maintenance of the line. All manholes are accessible by foot.

- (7) Five hundred (500) feet from Branford Hills apartments to Orchard Hill Road.

Description of sewer line and sewer easement: The sanitary sewer is an eight-inch gravity line that flows from the Branford Hills Apartments to Orchard Hill Road. The line is installed on Branford Hills Apartments' property and through an easement to Orchard Hill Road. See attached map.

Town's proposal: All manholes within this easement are accessible. The Town will remove trees six inches in diameter or greater.

- (8) One thousand (1,000) feet side Hill Road to Laurel Hill Road.

Description of sewer line and sewer easement: The sanitary sewer is an 8-inch diameter force main which flows from Side Hill Road and discharges just before Laurel Hill Road. The line is installed in an easement that runs through undeveloped residential land. The discharge manhole is accessible.

Town's proposal: Town proposes to remove trees six inches in diameter or greater over the force main and to maintain foot access the length of the easement.

- (9) Five thousand (5,000) feet from Pine Hollow Road to Cedar Street:

Description of sewer line and sewer easement: The sanitary sewer is an eight-inch and ten-inch gravity line that flows from Pine Hollow Road to the Squire Hill pump station, then flows by gravity to Cedar Street. The line is installed within an easement that runs through both developed and undeveloped residential property, with the last leg before Cedar Street passing through developed commercial property.

Town's proposal: The portion of the easement from Pine Hollow to the pump station is accessible for maintenance. Several sections of the remainder of this line are currently accessible for maintenance. The entire right of way will have trees 6 inches or larger over the sewer line removed, and will be opened so that access is available to all manholes by foot. Truck access will be provided for cleaning in less than 600-foot segments, thereby allowing cleaning of the entire length of the line.

- (10) Four thousand (4,000) feet Damascus pumping station to Route 1.

Description of sewer line and sewer easement: The sanitary sewer is a predominantly twenty-seven-inch gravity line which flows from East Main Street (Route 1) to the Damascus Road pump station. The portion of the easement from

the Damascus pump station northerly to the end of Devon Court follows an existing wood road. There are no trees on this portion of the easement. An adjoining property owner will grant an additional easement to Damascus Road for improved access. The balance of the line is installed in an easement which goes through town school property and primarily undeveloped residential property laced with inland wetlands.

Town's proposal: The manholes located in the wood road are accessible by truck. The manholes in the remaining portion are accessible from Town roads, the school site or through access roads on undeveloped residential property. The entire right of way will have trees 6-inch or larger over the sewer line removed.

- (11) Eight hundred (800) feet from Stannard Avenue to Harbor Village Condominiums.

Description of sewer line and sewer easement: The sanitary sewer line is a 10-inch line that flows from Harbour Village to Stannard Avenue. See attached map. The line is installed within an easement that runs through residential property and along an old trolley right of way through tidal wetlands.

Town's proposal: This easement is partly clear and will be further cleared to access an additional manhole for cleaning.

- (12) One thousand (1,000) feet from Cedar Street (loops around) to Cedar Street.

Description of sewer line and sewer easement: The sanitary sewer line is a 10-inch line which flows east, south and west from Cedar Street to Cedar Street. See attached map. The line is installed within an easement that runs through developed residential property. The owner of 111 Cedar Street has built a garage immediately adjacent to and a two-foot retaining wall within the easement.

Town's proposal: This easement is clear. There are no trees on the easement. Manholes can be reached for maintenance. The Town will work with the property owner to remove the retaining wall obstruction.

- (13) Two thousand five hundred (2,500) feet from Route 139 to School Ground Road.

Description of sewer line and sewer easement: The sanitary sewer line is a 15-inch line which flows from School Ground Road along the Branford River and overland to North Branford Road (Route 139). The line is installed within an easement that runs at the rear of developed industrial property along the course of the Branford River for about three quarters of the run.

Town's proposal: Most of the easement is in wetlands, but three manholes are accessible. These three are sufficient (given the 600-foot reach of the line-clearing equipment) to keep the entire line from Route 139 to School Ground Road clear.

(14) Seventeen hundred (1,700) feet from Jeffrey Lane to Thompson Road.

Description of sewer line and sewer easement: The sanitary sewer is an eight-inch gravity line which flows from the end of Jeffrey Lane to Flax Mill Road. The balance of the line is under paved road surfaces to Thompson Road. The line is installed in an easement that runs across the back of three parcels on Flax Mill Road.

Town's proposal: The entire right of way will have trees 6-inch or larger over the sewer line removed, and will be opened so that all manholes are accessible. Truck access will be provided for cleaning in less than 600-foot segments, thereby allowing cleaning of the entire length of the line.

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Appendix C



STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION
WATER MANAGEMENT BUREAU



BY-PASS REPORT FORM

City or Town: _____

Type of By-pass

____ Raw Sewage
____ Chlorinated Raw Sewage
____ Sludge Spill
____ Other: _____

Cause of By-Pass

____ Mechanical Equipment Failure
____ Electric Utility Failure
____ Electrical Equipment Failure
____ Blockage of Sewer Line:
Grease _____, Roots _____, Other: _____
____ Approved Shutdown
____ Other: _____

Date and Time By-Pass was Discovered: _____ / _____ / _____ AM/PM

Date and Time By-Pass was Stopped: _____ / _____ / _____ AM/PM

Exact Location of By-Pass: _____

How By-Pass was Discovered: _____

Quantity/Volume of By-Pass: _____

How Quantity/Volume was Determined: _____

If Equipment Failure, date of last inspection, maintenance or repairs: _____ / _____ / _____

Receiving Waters (If Applicable) _____

Steps taken to minimize volume and duration of By-Pass: _____

Action taken to eliminate By-Pass: _____

Steps Taken to prevent recurrence of By-Pass: _____

Was area of By-Pass cleaned of debris? _____ Yes _____ No

Method Used: _____

Date of Last By-Pass at this location: _____ / _____ / _____

BY-PASS NOTIFICATION LOG

TIME

_____ CT DEP - Iliana Ayala (860) 424-3758 (Primary DEP Contact)*

* If Iliana Ayala is not available, call Municipal Facilities Section at:

_____ CT DEP (860) 424-3704 [(860) 424-3338 after hours dispatch]

DO NOT LEAVE VOICE MAIL MESSAGES

_____ Name of person contacted**

** Remind after hours dispatch to notify Aquaculture if after hours / weekend

_____ CT Aquaculture Division (203) 874-0696

(Required only if by-pass is below Interstate Route 95)

_____ Name of person contacted

_____ CT Dept. of Health (860) 509-7333 (Water Supply)

(860) 509-7297 (Recreation Section)

(860) 509-8000 (After hours)

_____ Name of person contacted

_____ Local Health Department or Regional Health District

_____ Name of person contacted

_____ Health Director of Contiguous Towns (Coastal Plants Only) or

Health Director of Town Downstream (Inland Plants)

_____ Name of person contacted

BY-PASS REPORT LOG

_____ Fax to CT DEP, Iliana Ayala (860) 424-4067

_____ Fax to CT Aquaculture (203) 783-9976

_____ Fax to Local Health Department or Regional Health District

Report Submitted by: _____ Title: _____

Signature: _____ Date: _____

Submit Completed Report to: State of Connecticut

Department of Environmental Protection

Bureau of Water Management – Attention: Iliana Ayala

79 Elm Street

Hartford, CT 06106-5127